



TIFFANY & BOSCO
P.A.

Dated: April 26, 2010

**2525 EAST CAMELBACK ROAD
SUITE 300
PHOENIX, ARIZONA 85016
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A handwritten signature in black ink, appearing to read "Redfield T. Baum", is written over a horizontal line.

**REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge**

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-07824

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:10-BK-07415-RTBP

Dennis E. Roderick, Jr. and Diana M. Roderick,

Debtors.

Chapter 7

ORDER

Wells Fargo Bank, N.A.,

(Related to Docket #7)

Movant,

vs.

Dennis E. Roderick, Jr. and Diana M. Roderick,
Debtors, William E. Pierce, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated June 6, 2005 and recorded in the office of the
3 Yavapai County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Dennis E.
4 Roderick, Jr. and Diana M. Roderick have an interest in, further described as:

5 All that portion of Lot 25, CHINO LAKES NO. 1, as recorded in Book 7 of Maps, page 33,
6 Yavapai County Records Office, all in Section 5, Township 16 North, Range 2 West of the Gila
and Salt River Base and Meridian, Yavapai County, Arizona described as follows:

7 The East half of Lot 25;

8 EXCEPT the Southerly 50.00 feet of Lot 25;.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.
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15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.
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